

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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JUN 21 2005

BROMBERG & SUNSTEIN

SCANSOFT, INC.,

Plaintiff,

v.

C.A. No. 04-10353-PBS

VOICE SIGNAL

TECHNOLOGIES, INC.,

LAURENCE S. GILICK,

ROBERT S. ROTH,

JONATHAN P. YAMRON,

and MANFRED G. GRABHERR,

Defendants.

PRESUMED CONFIDENTIAL UNTIL 7/6/2005
PURSUANT TO PROTECTIVE ORDER

ORIGINAL

DEPOSITION OF MANFRED G. GRABHERR, Ph.D., a
witness called by and on behalf of the Plaintiffs,
taken pursuant to the applicable provisions of the
Federal Rules of Civil Procedure, before Dana Welch,
CSR, Registered Professional Reporter, and Notary
Public, in and for the Commonwealth of Massachusetts,
at the offices of Bromberg & Sunstein, 125 Summer
Street, Boston, Massachusetts, on June 16, 2005,
commencing at 10:04 a.m.

1 APPEARANCES:

2 For the Defendants:

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6

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12 By: Lisa Fleming, Esq.

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1 I N D E X

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WITNESS: MANFRED G. GRABHERR, Ph.D.

3 EXAMINATION: PAGE NO.

By Ms. Fleming 4

4 Certificate of the Reporter 322

5 E X H I B I T S

6 NO. DESCRIPTION PAGE NO.

7 (Exhibits attached to transcript.)

8 1 - Affidavit of Manfred G. Grabherr 5

9 2 - Employment agreement 18

10 3 - Patent application 219

11 4 - E-mail dated July 31, 2001 231

12 5 - E-mail, May 7, 2001 from Yamron 245

13 6 - VST 03998 254

14 7 - VST 03993 261

15 8 - VST 03971 263

16 9 - VST 05351 268

17 10 - VST 05350 271

18 11 - VST 04005 282

19 12 - VST 04050 290

20 13 - VST 04051 301

21 14 - VST 04219 315

22 Questions Instructed Not To Answer:

23 Page 277/Line 18

24 Page 314/Line 23

1 BY MS. FLEMING:

2 Q. Did you have an agreement with Lernout
3 & Hauspie?

4 A. To the best of my knowledge -- you mean
5 a non-disclosure?

6 Q. No. Did you have a written employment
7 agreement with Lernout & Hauspie?

8 MR. POPEO: Written agreement with
9 Lernout & Hauspie?

10 THE DEPONENT: With Lernout & Hauspie,
11 to the best of my knowledge, no.

12 BY MS. FLEMING:

13 Q. You did not. Did you have a
14 non-disclosure agreement?

15 MR. POPEO: With Lernout & Hauspie?

16 THE DEPONENT: To the best of my
17 knowledge, no.

18 BY MS. FLEMING:

19 Q. Did you ever sign any agreement with
20 Lernout & Hauspie?

21 A. To the best of my knowledge, no.

22 Q. You were looking toward your counsel.
23 Are you unsure of your answer?

24 A. I did sign an employment agreement with

1 Kurzweil.

2 Q. And you were employed with Kurzweil
3 before Lernout & Hauspie acquired Kurzweil; is
4 that correct?

5 A. I'm not sure. It was around the time
6 of the acquisition of Kurzweil.

7 Q. Prior to your employment with Lernout &
8 Hauspie, am I correct that you were employed by
9 Kurzweil?

10 A. Again, I'm -- when I interviewed with
11 -- I interviewed with --

12 MR. POPEO: She's just trying to ask --
13 if I understand right, I think she wants to
14 know whether you worked for Kurzweil at any
15 time before you worked for Lernout &
16 Hauspie. I think that's what she's asking.

17 THE DEPONENT: I don't quite understand
18 the question.

19 MR. POPEO: Sorry.

20 THE DEPONENT: Well, let me --

21 MR. POPEO: No, no, no. Let her ask
22 another question.

23 THE DEPONENT: Okay.

24

1 BY MS. FLEMING:

2 Q. You testified earlier that you were
3 employed by Lernout & Hauspie for the period of
4 July 1997, approximately --

5 A. Yeah.

6 Q. -- to June of 2000; is that correct?

7 A. Yes.

8 Q. Now, prior to your employment with
9 Lernout & Hauspie in July of 1997, who did you
10 work for?

11 A. I worked for Philips Dictation Systems.
12 But can I just clarify?

13 Q. Sure.

14 A. So when I interviewed, I interviewed
15 with KurzweilAI; that was before the
16 acquisition. And when I -- it took a while to
17 get my visa in order, so there was a period of,
18 I don't remember exactly, but it was six weeks,
19 eight weeks. And when I -- at my first day
20 when I started to actually work, I don't recall
21 whether it was already L&H or if it was still
22 Kurzweil. It may have been Kurzweil for a few
23 days; it might have been L&H.

24 Q. Is it your understanding that L&H

1 acquired Kurzweil in that period of time?

2 MR. POPEO: Objection to form. If
3 that's your understanding.

4 THE DEPONENT: That's my understanding.

5 BY MS. FLEMING:

6 Q. Okay. And is it your testimony, sir,
7 that you signed an employment agreement with
8 Kurzweil?

9 A. That's what the document said.

10 Q. Do you have that document in your
11 possession?

12 A. I don't know.

13 Q. Have you been asked to search for that
14 document?

15 A. I don't think so.

16 Q. Okay. I would ask you, sir, to search
17 for that document.

18 MR. POPEO: Objection. First of all,
19 I've already spoken. We'll collect the
20 document if it exists, okay? Let's move
21 on.

22 MS. FLEMING: You're representing that
23 you have spoken to the witness about the
24 document?

1 MR. POPEO: Whether or not -- the
2 nature of the communications that I've had
3 with my client are not a topic of discovery
4 or discussion today.

5 MS. FLEMING: You're disclosing on the
6 record now that you will produce that
7 document on the basis that it's relevant?

8 MR. POPEO: If the document exists, I
9 will determine whether it does exist, and
10 if so, if it responds to any discovery in
11 the case, then we will produce it.

12 BY MS. FLEMING:

13 Q. Dr. Grabherr, do you recall the
14 substance of the agreement that you signed with
15 Kurzweil?

16 MR. POPEO: Objection. You can answer,
17 if you can.

18 THE DEPONENT: I don't remember.

19 BY MS. FLEMING:

20 Q. Was it an employment agreement?

21 A. It was an employment agreement.

22 Q. Did it offer you employment?

23 A. I don't remember what the document
24 said.

1 Q. Did it contain any obligations to keep
2 information confidential that you obtained in
3 your employment with Kurzweil?

4 MR. POPEO: Objection. Only if you
5 remember.

6 THE DEPONENT: I don't remember.

7 BY MS. FLEMING:

8 Q. You don't remember?

9 A. I don't remember any specific things
10 about this document.

11 Q. You don't remember if you were under
12 any obligations to keep information
13 confidential while you worked at Kurtzweil?

14 MR. POPEO: That wasn't the question.
15 That's a different question. You can
16 answer that question, if you know the
17 answer to it.

18 THE DEPONENT: It very much depends on,
19 you know, what the document says and what
20 the wording is. I assume that there was
21 something in there that --

22 MR. POPEO: Just what you remember,
23 please.

24

1 BY MS. FLEMING:

2 Q. Let's put the document aside. Do you
3 remember or do you recall whether you were
4 under any obligation to maintain as
5 confidential any information you received as
6 part of your employment with Kurzweil?

7 MR. POPEO: Object to the form. Do you
8 recall, that's the question.

9 THE DEPONENT: I recall that was my
10 understanding that I should keep
11 confidential information confidential.

12 BY MS. FLEMING:

13 Q. Okay. And is it your understanding
14 that Lernout & Hauspie acquired Kurzweil after
15 you received that Kurzweil agreement?

16 MR. POPEO: Objection. Asked and
17 answered.

18 MS. FLEMING: That wasn't asked and
19 answered.

20 BY MS. FLEMING:

21 Q. You can answer.

22 A. I don't remember exactly that the flow
23 of events was. So again, it might have been
24 Kurzweil when I signed this; it might have been

1 L&H already and they still used the Kurzweil
2 documents. I don't know.

3 Q. Did you work on speech recognition at
4 Kurzweil?

5 A. You mean that possibly for a few days
6 while it was still Kurzweil?

7 Q. Uh-huh.

8 A. Well, yes, my job was to work on speech
9 recognition. Whether I actually, you know,
10 started doing that or was just trying to get
11 familiar, I don't remember, I mean, familiar
12 with, you know, just what kind of environment
13 they have.

14 Q. Do you recall what your position or
15 title was at Kurzweil?

16 A. I believe it was senior software
17 engineer. I think that's what it was.

18 Q. And when Lernout & Hauspie acquired
19 Kurzweil, did you maintain that same title with
20 Lernout & Hauspie?

21 A. Yes.

22 Q. And did you work on speech recognition
23 at Lernout & Hauspie?

24 A. Yes.

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CERTIFICATE

COMMONWEALTH OF MASSACHUSETTS
SUFFOLK, SS

I, Dana Welch, Registered Professional
Reporter and Notary Public in and for the
Commonwealth of Massachusetts, do hereby
certify:

That MANFRED G. GRABHERR, the witness
whose deposition is hereinbefore set forth, was
duly sworn by me and that such deposition is a
true record of my stenotype notes taken in the
foregoing matter, to the best of my knowledge,
skill and ability.

IN WITNESS WHEREOF, I have hereunto set
my hand this 16th day of June, 2005.

DANA ULRICH WELCH

Dana Welch, RPR
Registered Professional Reporter